

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

United States of America,

Plaintiff,

Case No. 24-cv-11626

vs.

Hon. Susan. K. DeClercq

WILLIAM A. SMITH,

Defendant.

**STIPULATED AGREEMENT FOR ORDER REGARDING
INTERLOCUTORY SALE OF VESSEL**

This Stipulated Agreement (“Agreement”) is made and entered into by and between the United States of America (“United States”), by and through the United States Attorney’s Office for the Eastern District of Michigan (“USAO”), through its attorneys, K. Craig Welkener and Jessica A. Nathan, Assistant United States Attorneys, and Defendant, William A. Smith, through counsel, Gerald K. Evelyn (together, the “Parties”), regarding the personal property subject to a Preliminary Injunction (ECF No. 25) and forfeiture in Defendant’s related criminal case (2:24-cr-20532) commonly known as the “SS DUO”, and more fully described as:

**2021 36’ Cruisers 35 Express, Hull No.
CRSEC214B021, “SS DUO”**

(the “Vessel”).

WHEREAS Mr. Smith agrees he purchased the Vessel in his name, the name of a corporate entity he appears to own or control, or for the benefit of an “insider” as defined by 28 U.S.C. § 3301(5).

WHEREAS the Parties acknowledge that on November 15, 2024, Mr. Smith pled guilty to Counts 1 and 2 of the Information, i.e., wire fraud and laundering of monetary instruments, in violation of 18 U.S.C. §§ 1343 and 1956(a)(1)(B)(i). *United States v. Smith*, 2:23-CR-20431, ECF No. 22. As part of his Plea Agreement, Mr. Smith agreed to forfeit to the United States any and all property, real or personal, which constitutes proceeds obtained or derived, directly or indirectly from his violation of 18 U.S.C. §§ 1343 and 1956(a)(1)(B)(i), or any property traceable to such property. *Id.*

WHEREAS the Parties agree that proceeds of Mr. Smith’s conduct in Case No. 2:24-CR-20532 can be traced to purchase the Vessel.

WHEREAS the Parties acknowledge that the Vessel is a depreciating asset with associated maintenance costs and accruing third-party interests that will significantly decrease any actualized value the longer it remains in storage. Therefore, due to ongoing depreciation, third-party interests, related maintenance and expenses, it is in the best interests of all Parties to authorize a court-ordered interlocutory sale of the Vessel by the United States Marshals Services to preserve any remaining value.

WHEREAS the Parties submit this Agreement for the purpose of authorizing the USMS to: (1) take custody of the Vessel, including any associated keys, manuals, and logbooks; (2) sell the Vessel in the most commercially feasible manner as determined by the USMS for the Eastern District of Michigan or its agent; and (3) place the proceeds from the sale of the Subject Property in the Department of Justice Seized Asset Deposit Fund pending further proceedings in the in the civil or criminal forfeiture case.

NOW THEREFORE, the Parties do hereby submit this Stipulated Agreement for Order Regarding Interlocutory Sale of Vessel subject to the following conditions:

- 1) With at least 72 hours' notice, at a mutually agreed upon date and time, the Defendant, William A. Smith and/or his agent, must provide the United States Marshals Service ("USMS") for the Eastern District of Michigan, or its delegate, access to the Vessel, including any associated keys, manuals, and logbooks, to take the Vessel into USMS custody.
- 2) The Vessel shall be sold in the most commercially feasible manner as determined by the USMS for the Eastern District of Michigan or its delegate.
- 3) The USMS, or its delegate, may, in its sole discretion, reject any offers to purchase the Vessel for any reason.

- 4) Upon sale of the Vessel, the sale proceeds shall be made payable to the **United States Marshals Service** and reference **Case No. 2:24-CR-20532**. The funds shall be held in the Department of Justice Seized Asset Deposit Fund pending further proceedings in the civil or criminal forfeiture case.
- 5) The proceeds from the sale of the Vessel will include all money realized from the sale of the Vessel, and lienholders shall be paid pursuant to subsequent order and any necessary civil or criminal forfeiture proceedings.
- 6) The proceeds realized from the sale of the Vessel shall constitute “substitute res” for the Vessel in this case.
- 7) An accounting of the proceeds attributable to the Vessel shall be maintained by the USMS or its delegate.
- 8) The United States agrees not to pursue forfeiture of the Vessel in connection with the conduct in Case No. 2:24-CR-20532. The agreement in this paragraph does not apply to any forfeiture proceedings against the “substitute res” for the Vessel.
- 9) Upon Defendant, William A. Smith’s, sentencing in Case No. 2:24-CR-20532, he shall forfeit his interest in the “substitute res” for the Vessel up to the amount of any forfeiture money judgment imposed.

- 10) Defendant, William A. Smith, agrees to unconditionally release and forever discharge the United States, and its agencies, agents, officers and employees, past and present, and any other persons who participate or assist in any aspect of the Vessel's acquisition and/or seizure, or the related investigation (the "Released Parties"), from any and all claims, causes of action, suits, proceedings, judgments, and/or demands in law or equity, which Mr. Smith, and/or his assigns, agents, heirs, or successors in interest has or may have against the Released Parties, for, or on account of, the incidents or circumstances related to the Government's identification of the Vessel for forfeiture.
- 11) Defendant, William A. Smith, acknowledges that he has read and discussed the terms of this Agreement with his attorney or has otherwise been provided an opportunity to consult with an attorney, that he is aware of his rights regarding this matter, and that he fully understands the terms, conditions, and consequences of entering into this Agreement.
- 12) The Parties stipulate and agree that all Parties shall bear their own costs and fees concerning this Agreement, if any. The Parties agree not to claim or seek any fees or costs, including attorney fees, from the United States in connection with this Agreement and knowingly and

voluntarily waive any and all claims for attorney fees and costs, whether under the Civil Asset Forfeiture Reform Act of 2000, the Equal Access to Justice Act, or any other statute, rule or regulation.

- 13) This Agreement encompasses the full agreement of the Parties regarding the United States' interest in the Vessel.
- 14) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 15) By their signatures below, the Parties agree to all of the terms and conditions stated herein.

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AGREED AS TO FORM AND SUBSTANCE:

JULIE A. BECK

Acting United States Attorney

s/ Jessica A. Nathan

K. Craig Welkener (DC 1033585)

Jessica A. Nathan (TX24090291)

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s/ Gerald K. Evelyn (see attached)

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*Attorneys for William A. Smith and the
Smith Entities*

Dated: April 15, 2025

Attorneys for United States of America

Dated: April 15, 2025

IT IS SO ORDERED.

Dated: April 17, 2025

/s/Susan K. DeClercq
Hon. Susan K. DeClercq
United States District Court

AGREED AS TO FORM AND SUBSTANCE:

JULIE A. BECK
Acting United States Attorney

/s/Gerald K. Evelyn

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*Attorneys for William A. Smith and the
Smith Entities*

Dated: 4/15/2025

Attorneys for United States of America

Dated:

IT IS SO ORDERED.

Dated:

Hon. Susan K. DeClercq
United States District Court